

CONTRACT FOR SERVICE AGREEMENT

THIS CONTRACT FOR SERVICE AGREEMENT (this “Agreement”) is made between:

- a) **Lewis County, WA**, through Eric Eisenberg, whose office is at 351 NW North St. Chehalis WA, 98532; Tel: (360) 740-1235 Eric.Eisenberg@lewiscountywa.gov (the “Client”); and
- b) **AMP Insights, LLC**, represented by David Pilz, Managing Director, whose mailing address is PO Box 1461, Bend, OR 97709, telephone contact at (503) 250-2936, and email contact at david@ampinsights.com (the “Contractor”).

1 SERVICES TO BE PERFORMED

- 1.1 Whereas the Client requires assistance with water bank assessment consulting services and the Contractor has demonstrated through an informal competitive process that it has the requisite experience, qualifications and interest to undertake the work on behalf of the Client, the Contractor agrees to fulfill the Scope of Work attached as Exhibit A to this Agreement.

2 TERM OF AGREEMENT AND TIME FOR PERFORMANCE

- 2.1 This Agreement is entered into as of the date of the last party to sign this Agreement and shall be effective for a term commencing on **July 18, 2022** and shall continue in full force and effect until **December 31, 2022**, except as otherwise provided by this Agreement. The Contractor agrees to complete all activities specified in the scope of work by this date.

3 PAYMENT

- 3.1 In consideration of Contractor's performance of these services, Client agrees to pay Contractor, upon invoice no more than monthly, for work in accordance with the Scope of Work. The total payment for work under this Agreement shall not exceed \$23,260.
- 3.2 Client will cover directly or reimburse allowable travel expenses for Contractor to participate in meetings, trips and work sessions up to a maximum of \$500. Allowable travel expenses include airfare, mileage for use of personal car at federal reimbursement rates, car rental and fuel, other miscellaneous travel, lodging, and per diem expenses.
- 3.3 Payment for time and travel will be made to the contractor in the form of a check or ACH transfer in US Dollars within 30 days receipt of the proper invoice.
- 3.4 No payment will be made by the Client to Contractor for materials or other inputs to work products.
- 3.5 The amount of payment is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the agreement.

4 INDEPENDENT CONTRACTOR

- 4.1 The parties intend Contractor to be an independent contractor in the performance of these services. Contractor shall have the right to control and determine the method and means of performing the above services; Client shall not have the right to control or determine such method or means.
- 4.2 Contractor shall be responsible for the payment of all taxes, including Federal, State, and local taxes arising out of the activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes and any other taxes or business license fees as required.

- 4.3 Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party shall be liable for the debts or obligations of the other. No employee of Contractor shall be deemed to be an employee of Client, and Client shall not have the right or power to hire or fire Contractor's employees.
- 4.4 Contractor shall maintain and provide all necessary insurance for its employees or subcontractors, including but not limited to unemployment and workers' compensation insurance and shall further comply with all laws, regulations and rules concerning the same.

5 OTHER CLIENTS.

- 5.1 Contractor retains the right to perform services for other clients. Contractor agrees not to enter contracts with other clients that pose a direct conflict of interest with Contractor's work with the Client. Contractor also agrees to provide written notice to Client before engaging in contracts with other clients on water rights, water transactions, and ecosystem service transactions.

6 CONFIDENTIALITY; NON-DISCLOSURE

- 6.1 In the course of carrying out the work assignment, Contractor may have access to information of a confidential nature to Client and its clients. Contractor agrees to keep such information in confidence, and when questions arise ask Client if such information is of a confidential nature or not so as to clarify its status.
- 6.2 Contractor may be asked by Client to participate in project development, where the nature and terms of the project under development would be at risk if business information is shared beyond Client and its contractors. In such cases, Contractor agrees not to disclose such business information, without the prior consent of Client.
- 6.3 The work performed under this contract is in service of a government function. Each Party will fulfill their independent obligations, separately, under the Washington Public Records Act (PRA), Chapter 42.56 of the Revised Code of Washington. In the event one Party fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the other Party for violation of the PRA, the failing Party shall indemnify the other for that penalty, as well as for all costs and attorney fees incurred by the other Party in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this Agreement.
- 6.4 Each Party shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Both Parties shall retain such records for a period of ten (10) years following the date of final potential reimbursement for services provided under this Agreement. At Contractor's option, following any potential audit period applicable, Contractor may deliver all materials covered under this paragraph to Client for Client to retain—provided, that Contractor must nevertheless carry out any obligations required by the PRA despite its delivery of such materials to Client.

7 ASSISTANTS.

- 7.1 Contractor, at Contractor's expense, may employ such assistants as Contractor deems appropriate to carry out this agreement. Contractor will be responsible for paying such assistants, as well as any expense attributable to such assistants, including income taxes, unemployment insurance, and social security taxes, and will maintain workers' compensation insurance for such employees.

8 EQUIPMENT AND SUPPLIES.

8.1 Contractor, at Contractor's own expense, will provide all equipment, tools, and supplies necessary to perform the above services, and will be responsible for all other expenses required for the performance of those services, unless these are explicitly provided for in the individual Terms of Reference that are developed for specific tasks as the work progresses.

9 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

9.1 Contractor shall comply with all applicable international, federal, state, and local laws, ordinances, regulations and rules pertaining to the matters arising under this Agreement and the performance thereof. By way of example but not limitation, Contractor shall comply with all applicable copyright and other intellectual property laws. Contractor understands that it may be subject to immediate termination under this Agreement and further be subject to penalties for breach of relevant statutory provisions.

9.2 Contractor further represents and warranties the additional matters included in Exhibit B, which are passed through to Contractor by virtue of American Rescue Plan Act funding being used for this project.

9.3 The representations and warranties herein made by Contractor shall survive termination of this Agreement.

10 TERMINATION

10.1 This Agreement may be terminated for convenience by Client at any time with ten (10) days' prior written notice to Contractor.

10.2 Should this Agreement be terminated, Client's obligation to pay Contractor shall cease immediately as of the date of the notice of termination, and Contractor shall be entitled to request reimbursement for actual work performed or completed prior to the notice of termination.

10.3 Upon the termination of this Agreement, Contractor agrees to return to Client all of Client's property then in the possession of Contractor, within three (3) business days after termination.

11 NO ASSIGNMENT

11.1 No right or interest arising under this Agreement shall be assigned by either party without the prior written consent of the other.

12 TAX LIABILITY

12.1 Contractor shall exonerate, indemnify, and hold harmless Client from and against, and shall assume full responsibility for, payment of self-employment taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, workers' compensation, social security, and income tax laws with respect to Contractor's services under this Agreement.

13 GOVERNING LAW AND JURISDICTION

13.1 This Agreement shall be governed by and construed under the laws of the State of Washington, and the Lewis County Superior Court shall have exclusive jurisdiction over disputes arising hereunder.

14 INDEMNIFICATION AND INSURANCE

14.1 Contractor hereby agrees to protect, defend, and indemnify Client and hold it harmless from and against any and all costs, injury, loss, claim, damage, liability, expense (including attorney fees), court costs, and demand of every kind or nature, in connection with and/or arising in any way out of Contractor's negligent performance of services pursuant to this Agreement, including (without

limitation) any and all claims arising from contracts between Contractor and third parties made to effectuate the purpose of this Agreement.

14.2 Contractor agrees to maintain professional liability insurance in the amount of \$1 million per occurrence on a covered-period, as opposed to claims-made, basis throughout the period of this Agreement. Contractor need not maintain such insurance after the termination of this Agreement so long as the period covered by the insurance continues to encompass any work performed under this Agreement.

15 ATTORNEY FEES

15.1 If any legal action must be taken to enforce the terms of this Agreement, the prevailing party in such action shall be entitled, in addition to any other relief that may be granted, to recover from the other(s) a reasonable sum for attorney fees.

16 BINDING ON SUCCESSORS

16.1 This Agreement is intended to inure to the benefit of and bind all parties and their heirs, assigns, successor in interest, and legal representatives.

17 SEVERABILITY

17.1 If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

18 WAIVER

18.1 Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the party granting such a waiver.

19 ENTIRE AGREEMENT

19.1 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

EXECUTION

This Agreement is hereby executed by Contractor and Client on the terms set forth above.

Client: _____

Contractor: AMP Insights, LLC _____

Name and Title: _____

Name and Title: David Pilz, Managing Director _____

Signature: _____

Signature: _____

Date: _____

Date: _____